

Johnson, Joseph L., et al.	)	CASE NO.
	)	
Plaintiff(s),	)	REF. NO.1100080931
	)	
vs.	)	<b>STIPULATION FOR SETTLEMENT</b>
	)	C.C.P. § 664.6
City of Vallejo, et al.	)	
	)	
Defendant(s)	)	
	)	
	/	

This case having come before Hon. Scott Snowden (Ret.) for mediation at the offices of JAMS, and the parties having conferred, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:

1. The City of Vallejo shall pay to plaintiff(s) as listed below and to ~~his/her~~ their attorneys Bowles & Verna, Matthew Haley, Catherine Haley & Fulvio Cajina the total sum of \$ 2,000,000 in full settlement and compromise of this action and in release and discharge of any and all claims and causes of action made in this action, and in release and discharge of any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this action.

2. Plaintiff(s) agree to accept said sum in full settlement and compromise of the action and agree that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or now unknown, which plaintiff(s) has against any and all of the defendants in that action arising out of the incident.

**This settlement includes an express waiver of Civil Code § 1542, which states:**

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."**

3. Plaintiff(s) further agree to sign, acknowledge and deliver to defendants a standard form of a

Release of all such claims and causes of action and to sign and deliver to defendants a standard form of Dismissal with Prejudice of the action.

4. Plaintiff(s) shall protect, defend and indemnify the defendants in said action, (and his/her/their liability insurance carrier(s)) against any and all liens, subrogation claims and other rights that may be asserted by any person against the amount paid in settlement of the action or against any recovery by the plaintiff(s) in the action.

5. Counsel for each of the parties to this agreement represents that he/she has fully explained to his/her client(s) the legal effect of this agreement and of the Release and Dismissal with Prejudice provided for herein and that the settlement and compromise stated herein is final and conclusive forthwith, and each attorney represents that his/her client(s) has freely consented to and authorized this agreement.

6. Payment of the stated settlement amount shall be made by as soon as reasonably possible.

7. Unless otherwise stated herein, each party will bear its own attorneys' fees and court costs.

8. Other terms and conditions:

Ⓐ Net proceeds of settlement to each plaintiff will be:

To Cynthia Mitchell	\$ 583,200
To Joseph Johnson	\$ 324,000
To John Wilson	\$ 64,800
To Cynquita Martin	\$ 70,000
To Ann Khe Harris	\$ 50,000
To Ahn Loc Harris	\$ 50,000

Ⓑ The settlement shall be paid to and distributed from the Bowles & Verna Trust Account.


9. Any provisions of Evidence Code §§ 1115 - 1128 notwithstanding, this Stipulation is binding

and may be enforced by a motion under Code of Civil Procedure § 664.6 or by any other procedure permitted by law in the applicable state or federal court.

10. This Stipulation is admissible and subject to disclosure for purposes of enforcing this settlement agreement pursuant to CCP § 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the parties relative to this mediation are waived with respect to this Stipulation.

Date: 7/1/15

  
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Mark A. Jones Esq.  
Jones & Dyer

  
\_\_\_\_\_  
City of Vallejo

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Dustin B. Joseph

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Sean G. Kenney

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Joseph M. Kreins

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Ms. Kristen Preston  
Jones & Dyer

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City of Vallejo

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Dustin B. Joseph

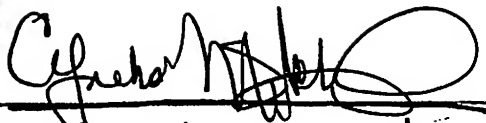
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Sean G. Kenney

\_\_\_\_\_  
Joseph M. Kreins


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Ms. Claudia Quintana  
City of Vallejo, City Hall

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City of Vallejo


Plaintiffs' signatures follow  
on attachment

  
Cynthia Mitchell

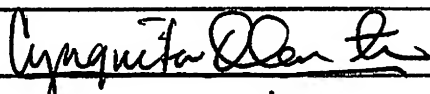
July 1, 2015

  
John Wilson

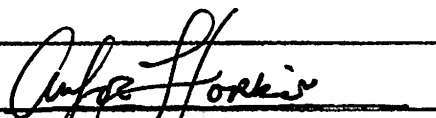
July 1, 2015

  
Joseph Johnson


July 1, 2015

  
Cynthia Martin

July 1, 2015

  
Ann-Loc Harris

July 1, 2015

  
Ann-Loc Harris

July 1, 2015